

Agenda Item Form

Agenda Date: 09/14/04

Districts Affected: All

Dept. Head/Contact Information: Art & Culture Department, Alejandrina Drew, ((15) 541-4898

Type of Agenda Item:

- | | | |
|------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Co-Op Workstudy Employee Contract</u> | | |

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: ACD Programming Account Dept ID 55010303, Fund 15707, Class 55000

Legal:

- ☐ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

We hire Co-Op workstudy students to work as interims in our department and we wish to renew Mr. Oscar Sevilla's contract for an additional year. Mr. Sevilla will assist the department in the office as well as at the ACD events.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

We have funds for his salary allocated in this year's budget under the ACD Programming Account: Dept ID 55010303. Account: 501001, Fund: 15707. Class: 55000.

Statutory or Citizen Concerns:

N/A

Departmental Concerns:

None

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Cooperative Work Study Contract between the **CITY OF EL PASO** and **OSCAR SEVILLA**, to assist the Arts and Culture Department at \$8.67 per hour, not to exceed 20 hours per week without permission from the Co-Op Coordinator, in which case student may work up to 40 hours per week. The term of the contract shall be for the period of September 15, 2004 through August 31, 2005.

ADOPTED this 14th day of September, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**COOPERATIVE WORK STUDY
EMPLOYMENT CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **OSCAR SEVILLA**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the Civil Service Commission of the City of El Paso has approved a Cooperative Education Work Experience Program with the University of Texas at El Paso, the El Paso Community College and the Dona Ana Community College; and

WHEREAS, the on-the-job training provided to the students in this program and the benefit received to the City are mutually advantageous to both parties; and

WHEREAS, Employee is a student at the educational institution, and meets all the criteria of both the educational institution and the City for participating in this program;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. The Employee shall perform the services found at Attachment "A", under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about September 15, 2004 and shall be undertaken and completed by August 31, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. The Employee shall be paid an hourly rate of Eight and 67/100 (\$8.67). Employee shall not exceed 20 hours per week without written permission from Co-Op coordinator in which case student may work up to 40 hours per week. Employee is classified as non-exempt and shall be eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week.

Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract. Employee shall be eligible to receive same pay increases as permanent employee.

4. LOCATION OF PERFORMANCE. The places where such services are to be performed is the Arts and Culture Department, City and County of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes will be in the courts of El Paso County, Texas.

6. TERMINATION. Either party may terminate this contract without cause after ten (10) working days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination.

7. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary for Employee to carry out her duties under this agreement.

8. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the duties of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following addresses:

CITY: City of El Paso
Arts and Culture Department
Attn: Director
2 Civic Center Plaza
El Paso, Texas 79901-1196

EMPLOYEE: Oscar Sevilla

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 14th day of September, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Oscar Sevilla

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Alejandrina Drew, Director
Arts and Culture Department

APPROVED BY THE CIVIL SERVICE COMMISSION:
Date: 9/9/04

By: _____
Secretary

ARTS & CULTURE DEPARTMENT CO-OP WORK-STUDY

WORKING ENVIRONMENT

The Arts & Culture Department has a wide variety of productions, which consist of professional Dance Companies, Theater Companies, Children Events, Concerts (indoor and outdoor), Visual Art Exhibits (2 Gallery's), and office work environment. The students selected for this positions will benefit greatly in his/her field, Theater, Music, Dance, and Visual Arts. Duties for this position are as follows:

- Handle heavy equipment (more than 40 pounds)
- Be familiar with different type of tools including a drilling gun
- Work with heights
- Work with theatrical lighting and be familiar with the different terms for all productions
- Work as a prop person, stagehand, and stage manager when necessary
- Lay out dance floor, paint, and put up heavy scenery sets
- Load and Unload technical equipment and other supplies as needed for the department
- Assist and do wardrobe person duties (wash and iron costumes when necessary)
- Ushering and assist with ticket box office when necessary
- Assist the ACD Technical Coordinator mounting and dismounting artwork for two City Gallery's.
- Climb ladders and change lighting fixtures for exhibits
- Assist Technical Coordinator transporting artwork properly
- Assisting with the receptions for the openings of the exhibits
- Passing out evaluation forms in different ACD events
- Drive city vehicles and rental vans (15 passenger vans or cargo vans) must possess driver's license and a City Defensive driving course is mandatory once employed
- Working late hours shift and weekends – Working the ACD programming is priority. Enclosed is a programming schedule.
- Work in office environment on the weeks there is NO ACD programming. They will be helping with the mail outs, minor data processing, answering telephones, minor filing, distribute inner mail, and assist other coordinators. Schedule of office hours during the week is as follows:

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██████████ ██████████
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Oscar Sevilla

Objective Seeking a challenging part-time position whereby my skills may be utilized

Education Expected graduation date: Jan 2005 University of Texas at El Paso
Bachelors of Business in Business Administration and Marketing

Experience

May 2003-Aug2003 Syscom Co. Mexico City, Mex.
Internship as Marketing Director's Assistant

- Designed and managed promotional events
- Developed marketing promotions for radio, magazines, and Internet
- Created and supported marketing strategies to increase the company's presence in the local market

May 2002-Jan 2003 Walt Disney's World Resort Orlando, FL.
Internship as a Merchandise Host and trainer

- Optimized the stocking process in various stores
- Provided training to new cast members
- Suggested new ideas and processes to increase sales
- Provided the highest costumer service

Nov 2001-May 2002 Amasador Ballroom El Paso TX.
Administrative Assistant

- Implemented new reservation system for the company
- Book keeping responsibilities
- Recorded incoming shipments

Relevant courses

Nine "S's" quality course
Diversity course at WDW
How to deal with difficult guests at WDW

Skills

Broad experience in Point of Sales

Bilingual in English and Spanish

Proficient with Microsoft Word, Power Point, Excel, and basic knowledge in Access

Excellent communication and time management skills